



Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

CITY COUNCIL WORK MEETING APRIL 1, 2015 5:30 P.M.

Mayor

Maile L. Wilson

Council Members

Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager

Rick Holman

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider renewal of Sphere One Aviation FBO contract – Ryan Marshall/Brenda Blackburn
 - Staff
 2. Consider reallocation of funds from one project to another at the Cross Hollow Event Center -- Larry Olds
 3. Review of the Municipal Wastewater Planning Program -- Darrell Olmsted
 4. Closed Session – Reasonably Imminent litigation

Dated this 30th day of March, 2015.

Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 30th day of March, 2015.

Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

**CEDAR CITY COUNCIL
AGENDA ITEM #1**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Ryan Marshall

DATE: March 18, 2013

SUBJECT: FBO Contract Renewal

DISCUSSION: The City's lease agreement with the Fixed Base Operation (FBO) concessionaire, Sphere One Aviation, at the airport is up for renewal in July, 2015. Some changes have been made to the old agreement, which include changing the agreement period to a twenty-year lease, subject to negotiation of consideration every five years, and changes to the fuel flowage rates and land lease rates to correspond to the updated airport fee schedule, plus a provision to enable those rates to be updated throughout the term of the agreement to coincide with changes in the airport rate schedule. The changes were recommended by the City's legal counsel, City Manager, Mayor, Public Works Director, Airport Manager and Brenda Blackburn of Sphere One Aviation.

The agreement was presented to the Airport Board on Thursday, March 12, 2015 and unanimous approval was given to send the document on to the City Council for ratification.

FBO CONCESSIONAIRE LEASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between CEDAR CITY, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as CITY, and SPHERE ONE AVIATION, a Utah Corporation, hereinafter referred to as CONCESSIONAIRE.

WITNESSETH:

WHEREAS, CITY is desirous of making available at the Cedar City Regional Airport the services of qualified and reliable commercial flying operators who are ready, willing and able to offer and furnish the public with high quality flight instruction, air transportation, aircraft service and maintenance, and other conveniences normally expected by the public at comparable municipal airports at reasonable prices; and,

WHEREAS, CONCESSIONAIRE desires to engage in the operation of a complete fixed base operation (FBO) at the Cedar City Regional Airport and CITY has determined that CONCESSIONAIRE is fully qualified in all respects to engage in the operation of a high-class FBO at the Cedar City Regional Airport; and,

WHEREAS, CONCESSIONAIRE desires to lease said premises as more particularly described herein from CITY;

NOW, THEREFORE, in consideration of the covenants, agreements, stipulations and conditions contained herein, the parties hereby agree as follows:

ARTICLE I RIGHTS GRANTED

CITY does hereby grant unto CONCESSIONAIRE for a period of twenty (20) years with options to renew in accordance with Article XIX governing Lease Tenure, commencing as of the date of this Agreement, the right and privilege upon a non-exclusive basis to operate on and from the Cedar City Regional Airport a complete FBO, and for the purpose of this Agreement shall be deemed to include, without limiting the general nature thereof, flight and ground instruction; transportation of persons and property by air; aerial photography; crop dusting and spraying; exhibition flying; aircraft sales and service; servicing, repair and maintenance of aircraft and engines; aircraft storage; sale of jet and aviation fuel, oil, airplanes, engine parts and accessories, collection of tie-down fees; and related items and matters for hire or reward. No other use of the premises shall be made by CONCESSIONAIRE without first obtaining written permission by CITY. CITY will not unreasonably withhold permission.

ARTICLE II
SERVICES TO BE PROVIDED BY CONCESSIONAIRE

A. It is understood and agreed by the parties hereto that the Rules and Regulations and Minimum Standards, as currently passed by the City Council, or as may be amended during the term of this Agreement, shall be the guidance for compliance with this Lease Agreement and shall be made a part of this document. Failure to provide services in accordance with these aforementioned documents shall result in automatic termination of this Agreement. Additionally, the Airport Rates and Charges, as currently adopted, or as may be amended during the term of this Agreement, shall be incorporated into this Agreement.

B. CONCESSIONAIRE expressly covenants and agrees to keep and offer for sale at the Cedar City Regional Airport, in sufficient quantities to satisfy the public demand, aviation fuels and lubrication oils of standard grades, brands and quality as are commonly used and demanded by the public, and to charge for said aviation fuels and lubricating oils prices not greater than the prevailing standard prices for the same commodities at other airports having comparable freight rates from refineries.

C. CONCESSIONAIRE also covenants and agrees to base at the Cedar City Regional Airport modern, currently-certified and properly maintained aircraft in sufficient numbers and variety to reasonably accommodate the public demand for flight instruction, charter service, air-taxi, and other normal flight activities usually conducted on and from comparable airports as specified by the Minimum Standards.

D. CONCESSIONAIRE does hereby agree to employ or otherwise have readily available at the Cedar City Regional Airport personnel in sufficient numbers to reasonably accommodate the public demand for flight instruction, charter service, air-taxi, aircraft repair and service, and other normal activities and services usually made available to the public at comparable airports, and to reasonably accommodate the public demand, both transient and local, for aircraft service (including fuel and oil), repairs and maintenance as specified by the Minimum Standards. Personnel shall be required to submit to a background investigation as required by all applicable Federal law.

E. It is mutually agreed that all prices charged for supplies and services of any kind or nature shall be adequate to permit a reasonable profit to CONCESSIONAIRE, but no price or charge shall be exorbitant or excessive as compared to the market (i.e. comparable sized airports in the region) and in the event the CITY finds, after due and proper investigation and hearing, that improper prices are being charged, the CONCESSIONAIRE shall forthwith change prices accordingly.

F. CONCESSIONAIRE agrees to provide to the public any service, including the furnishing of or sale of any aeronautical parts, materials or supplies essential to the

operation of aircraft at the airport on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair, reasonable and non-discriminatory prices for each unit of service, provided that the CONCESSIONAIRE may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

G. CONCESSIONAIRE in the operation and use of the premises at the Cedar City Regional Airport will not on the grounds of race, color, sex, pregnancy, childbirth, or pregnancy-related conditions, age, if the individual is 40 years of age or older, religion, national origin, or handicap discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal Aviation Regulations.

H. CONCESSIONAIRE shall report directly to the FAA on FAA Form 1800-31 the number of annual enplaning passengers on charter planes services by CONCESSIONAIRE.

I. CONCESSIONAIRE will collect tie-down fees for the airport and will pass those fees on to the Airport. CONCESSIONAIRE will be allowed to retain ten percent (10%) of any tie-down fees paid by credit card to offset administrative fees. CONCESSIONAIRE is in no way responsible for any uncollected tie-down fees or for which CITY deems uncollectable.

ARTICLE III ANNUAL REVIEW

Annually, CONCESSIONAIRE shall appear before the Airport Board for the purpose of reporting status at the Airport and compliance herewith. Said report shall include a presentation by the Airport Manager assessing status and compliance herewith. Said annual review is mandatory and intended as a means to assure proper performance and relations for all parties concerned. In the event that either party hereto deems it appropriate, more frequent reviews may be required.

ARTICLE IV PROPERTY LEASED TO CONCESSIONAIRE

A. CITY agrees to lease to CONCESSIONAIRE property at the Cedar City Regional Airport which consists of raw land for the operation of a fuel farm. CONCESSIONAIRE shall locate said tanks as specified and approved by the Cedar City Airport Board, the Rules and Regulations and Minimum Standards, City's adopted fire codes, and City Engineer Standards. In any event, CONCESSIONAIRE shall be solely responsible to assure that no leakage occurs, and shall hold CITY harmless from any liability whatsoever in connection with said tanks. A legal description of the fuel farm area and a map depicting the location of the fuel farm are attached hereto and incorporated herein as Exhibit #1.

C. CONCESSIONAIRE agrees to pay to CITY the fixed rent amount of Ninety-three dollars and seventy-five cents (\$93.75) per month based upon fifteen cents (\$0.15) per square foot for raw land for seven thousand five hundred (7,500) square feet at the address of 2106 West 1600 North Cedar City, Utah, more commonly known as the Fuel Farm. This price will be adjusted to the existing raw land airport fee schedule at the end of each five (5) year period from date of Lease.

D. CONCESSIONAIRE agrees to pay to CITY as additional rental payments a fuel flowage fee in an amount based on City's adopted fee schedule, as currently adopted or as may hereinafter be amended. The current fuel flowage fee charged by CITY is in the amount of ten cents (\$0.10) per gallon, and CITY charges this fee upon delivery of fuel to Concessionaire's fuel farm by the distributor.

ARTICLE V AIRLINE FLIGHT PRIORITY

It is hereby agreed that regularly scheduled Commercial Airline Flights shall have priority with regard to the use of the parking ramps at terminal building at least during the period of time when said flights are in. These areas are to be kept clear of all other parked planes. Fully trained and certified personnel will be available to service scheduled air carriers wherever they are operating.

ARTICLE VI ADDITIONS AND ALTERATIONS

CONCESSIONAIRE shall make no addition, alteration or modification in any of the premises leased unto CONCESSIONAIRE by CITY without first obtaining from CITY permission in writing. It is agreed that such permission shall not be unreasonably withheld.

ARTICLE VII ADVERTISING SIGNS

CONCESSIONAIRE shall have the right to erect and maintain appropriate signs advertising Concessionaire's business at suitable locations upon the Airport property and upon the leased premises after review by the Airport Board. Recourse from denial of requested signs shall be to the City Council. Any signs erected shall be in compliance with the City Sign Ordinance.

ARTICLE VIII POLICE AND FIRE PROTECTION

CONCESSIONAIRE shall install, maintain and replace fire extinguishers in sufficient number and with sufficient capacity in and about the leased premises. Said fire extinguishers shall be of a kind and shall be kept in such locations as may be required by City's Fire Department to comply with duly adopted fire codes.

CONCESSIONAIRE will allow emergency services vehicles or equipment to fuel from Concessionaire's reserves in case of a duly declared state of emergency where City's regular fuel service is not available. For the purposes of this Agreement emergency services vehicles or equipment include all vehicles or equipment reasonably necessary to mitigate the conditions leading to the state of emergency, including but not limited to, vehicles and equipment in the service of: police, fire, public works, National Guard, duly authorized private contractors, and all other vehicles and equipment that are authorized by CITY. CONCESSIONAIRE will be reimbursed for fuel used during the state of emergency at Concessionaire's published rates. If applicable, the rates allowed for reimbursement are subject to limits set by the Federal Emergency Management Agency.

ARTICLE IX MAINTENANCE AND REPAIR

CITY, at its own expense, shall maintain and keep in good condition and repair the terminal building, runways, taxi-strips, aprons, roads, runway lights and other facilities essential to safe airport operation, and shall use its best efforts to operate said airport and facilities in such a manner as to make the same safe and suitable for use by CONCESSIONAIRE and the public.

ARTICLE X RECORDS OF CONCESSIONAIRE

The CONCESSIONAIRE shall, with respect to business done at the Cedar City Regional Airport, maintain and keep in Cedar City, Utah, true and accurate accounts, records, books and data, which shall among other things, show all disbursements for aviation fuels, lubricating oils, parts, supplies, wages, taxes, and in fact all expenses and monies paid out for any purpose in connection with Concessionaire's FBO at the Cedar City Regional Airport.

CONCESSIONAIRE shall also keep true and accurate accounts, records, books and data showing all income received from services provided or sale of supplies, parts, and every other revenue source in connection with Concessionaire's FBO at the Cedar City Regional Airport.

Said accounts, records, books and data shall be kept in a form and manner satisfactory to CITY and shall be complete and in sufficient detail as to make possible ready and accurate audits of profit and loss statements by CITY.

CITY and its agents shall have the right at all reasonable times, and during ordinary business hours of the day, to inspect and examine such records, cash registers, books and other data as required.

ARTICLE XI INDEMNIFICATION AND INSURANCE

CONCESSIONAIRE does hereby agree and covenant to indemnify and hold CITY harmless from all fines, suits and claims, demands and actions of any kind or nature, by reason of any and all of its operations hereunder and does hereby agree to assume all risk in the operation of its business hereunder, and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

CONCESSIONAIRE shall maintain with insurance underwriters satisfactory to CITY a standard form or policy of insurance in such amounts as may from time to time be approved by CITY, protecting both CONCESSIONAIRE and CITY against public liability and property damage. CONCESSIONAIRE shall promptly, after execution of this Agreement, furnish any such policy for damage growing out of any incident or other cause in the following minimum amounts:

| | |
|----------------------------------|-------------|
| Commercial General Liability: | |
| Each Occurrence Limit: | \$5,000,000 |
| Personal and Advertising Injury: | \$5,000,000 |
| Products/Completed Operations: | \$5,000,000 |
| Auto Liability: | \$5,000,000 |
| Professional Liability: | |
| Each Occurrence Limit: | \$1,000,000 |
| Aggregate Limit: | \$1,000,000 |
| Workers Compensation: | Statutory |

A current copy of the insurance documents, showing CITY as additional insured, shall be provided to CITY prior to operation and if any insurance certificate should expire, a replacement certificate shall be provided to CITY prior to expiration of the existing certificate.

**ARTICLE XII
PUBLIC RELATIONS**

CONCESSIONAIRE agrees and covenants to at all times maintain and promote good public relations with all patrons and customers of the Cedar City Regional Airport and airport facilities.

**ARTICLE XIII
ASSIGNMENT AND SUBLETTING**

CONCESSIONAIRE shall not assign, transfer, sell, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises without written permission of CITY being first obtained, which permission shall not be unreasonably withheld.

**ARTICLE XIV
CONCESSIONAIRE INDEPENDENT CONTRACTOR**

CONCESSIONAIRE is and shall be an independent contractor, and in no manner whatsoever the agent or servant of CITY. In all other cases, CONCESSIONAIRE is responsible to all parties for all of its acts or omissions, and CITY is in no way responsible therefore.

**ARTICLE XV
JURISDICTION**

It is agreed that any civil action concerning this Lease shall be commenced in a court of competent jurisdiction in Iron County, Utah.

**ARTICLE XVI
ATTORNEY'S FEES**

In the event any action or proceeding is brought to collect rent due hereunder, or enforce any provision hereof, or to take possession of said premises, or to enforce compliance with this Agreement, or for failure to observe any of the covenants of this Agreement, CONCESSIONAIRE agrees to pay to CITY such sum as the Court may adjudge reasonable as attorney's fees, including court costs and litigation expenses, to be allowed in said action.

ARTICLE XVII NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by CONCESSIONAIRE shall not be deemed a continuing waiver.

ARTICLE XVIII RULES AND REGULATIONS

CITY shall have the right to adopt and enforce reasonable rules and regulations and minimum standards with respect to the use of the airport, terminal building and related facilities which CONCESSIONAIRE agrees to observe and obey.

ARTICLE XIX LEASE TENURE

Subject to earlier termination as herein provided, the term of this Agreement shall be a period of twenty (20) years, subject to negotiation of consideration acceptable to both parties every five (5) years during the term of the Agreement, provided, however, that CONCESSIONAIRE shall give CITY written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Lease and at least sixty (60) days prior to the expiration of the Agreement. Any termination for failure to exercise such option shall require thirty (30) days written notice to CONCESSIONAIRE, during such time CONCESSIONAIRE may exercise available options to renew the Lease. Said written notification shall be presented in writing to the City Manager, the Chairman of the Airport Board and the Mayor.

ARTICLE XX OBLIGATIONS

CONCESSIONAIRE shall, for time to time, during the term of this Lease pay all taxes, license fees, permits, wages, bills or other lawful obligations of CONCESSIONAIRE.

ARTICLE XXI LEASE TERMINATION

It is agreed that CONCESSIONAIRE may terminate this Agreement upon sixty (60) days written notice to CITY, such termination being subject to CONCESSIONAIRE securing, by contract or otherwise that all services specified herein to be provided to the public by and through fixed base operations are then available to the public. CONCESSIONAIRE agrees to be bound by all terms herein, including rental payments, until said services are secured for the benefit of the public.

It is agreed that CITY may terminate this Agreement at any time for good cause shown after having first given said CONCESSIONAIRE sixty (60) days' notice in writing of said intention to terminate and cancel said Agreement setting forth the reason. (The sixty (60) day notice requirement may be a lesser time upon formal action by the Airport Board and City Council). If the cause is remedied within the notice period, the Agreement shall continue. For a second violation of the same cause a fifteen (15) day notice of intent to terminate and cancel shall be issued.

ARTICLE XXII REPORTS REQUIRED

CONCESSIONAIRE agrees to prepare and furnish to CITY, after each year's operation, a financial report of the preceding year sufficient to facilitate the terms of this contract such as total fuel sales, number of students, number of commercial flights, growth rate, and number of gallons of fuel purchased and distributed. CONCESSIONAIRE also agrees to prepare and furnish promptly such reports as may be required from time to time by agencies of the Federal Government, the State of Utah, and CITY. CONCESSIONAIRE expressly agrees to report to the State Tax Commission of Utah upon forms prepared for that purpose by the Utah State Aeronautics Commission upon all purchases of aviation fuel made by CONCESSIONAIRE for use or resale at the Cedar City Regional Airport. Reports (with a copy to CITY) shall be mailed to the Utah State Tax Commission on a quarterly basis unless otherwise required by Utah State law or regulation listing in detail all purchases of aviation fuel made or received during the preceding calendar month.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Remainder of page intentionally left blank.

Cedar City's Signature Page

CEDAR CITY CORPORATION

Maile Wilson, Mayor

(SEAL)

ATTEST:

Renon Savage, Recorder

SATE OF UTAH)
 §
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile Wilson and she the said Renon Savage executed for foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

FUEL FARM FBO #1 SPHERE INC.
WEST PARCEL

Beginning at a point N 89°55'45" W, 78.47 ft. along the township line from the northeast corner of Section 4, T36S, R11W, SLM; thence S 3°10'53" E, 40.83 ft.; thence S 86°49'07" W, 100.00 ft.; thence N 3°10'53" W, 75.00 ft.; thence N 86°49'07" E, 100.00 ft.; thence S 3°10'53" E, 34.17 ft. to the point of beginning. Containing 7500 sq. ft. of land.



Sphere One Aviation's Signature Page

CONCESSIONAIRE:

Brenda Lee Blackburn

STATE OF UTAH)
 §
COUNTY OF IRON)

On this ____ day of _____, 20____, personally appeared before me
_____, who duly acknowledged to me that he/she signed
the above and foregoing document.

NOTARY PUBLIC

Exhibit #1

FBO Concessionaire Lease Agreement.

2

Reallocation of Funds for Cross Hollow Capital Projects (FY 14-15)

- Landscaping \$3,500 Reallocate to Signage

(We received \$3,000 for signage this year but the additional \$3,500 would be enough to have two signs made, one for each entrance.)

- Concrete \$1,400 Reallocate to Asphalt Entrance Project
- Compost Slab \$5,000 Reallocate to Asphalt Entrance Project

CEDAR CITY COUNCIL
AGENDA ITEM 3
DECISION PAPER

TO: Mayor and City Council

FROM: Darrell Olmsted

DATE: February 5, 2014

SUBJECT: Review of the Municipal Wastewater Planning Program.

DISCUSSION:

Each year Cedar City is required to complete and submit a self-assessment report to the Utah Department of Environmental Quality. The State uses this report to help determine the current operational effectiveness of wastewater facilities and to identify potential problems.

Cedar City is required to pass a resolution for the Municipal Wastewater Planning Program Self-Assessment Report. A copy of the report and the resolution are then sent to the State Water Quality Board for review.

STATE OF UTAH

MUNICIPAL WASTEWATER PLANNING PROGRAM

SELF-ASSESSMENT REPORT

FOR

CEDAR CITY

2014



Resolution Number _____

MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

RESOLVED that **CEDAR CITY** informs the Water Quality Board the following actions were taken by the **CITY COUNCIL**

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2014.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable).

Passed by a (majority) (unanimous) vote on

(date)

Mayor/Chairman

Attest:

Recorder/Clerk

Municipal Wastewater Planning Program (MWPP)

Financial Evaluation Section

Owner Name: *CEDAR CITY*

Name and Title of Financial Contact Person:

Darrell Olmsted

Wastewater Superintendent

Phone: 435-867-9426 x302

E-mail: odarrell@cedarcity.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Emily Cantón. Utah Division of Water Quality: (801) 536-4342.

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

User Charge (UC) - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

Operation and Maintenance Expense - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

Repair and Replacement Cost - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

Capital Needs - Cost to construct, upgrade or improve the facility.

Capital Improvement Reserve Account - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

Reserve for Debt Service - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

Current Debt Service - Interest and principal costs for debt payable this year.

Repair and Replacement Sinking Fund - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

Part I: OPERATION AND MAINTENANCE

Complete the following table:

| Question | Points Earned | Total |
|---|----------------------------------|-------|
| Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <u>at this time</u> ? | YES = 0 points NO = 25 points | 0 |
| Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <u>next five years</u> ? | YES = 0 points NO = 25 points | 0 |
| Does the facility have sufficient staff to ensure proper O&M? | YES = 0 points NO = 25 points | 0 |
| Has a dedicated sinking fund been established to provide for repair & replacement costs? | YES = 0 points NO = 25 points | 0 |
| Is the repair & replacement sinking fund adequate to meet anticipated needs? | YES = 0 points NO = 25 points | 0 |
| TOTAL PART I = | | 0 |

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

| Question | Points Earned | Total |
|--|----------------------------------|-------|
| Are present revenues collected sufficient to cover all costs and provide funding for capital improvements? | YES = 0 points NO = 25 points | 0 |
| Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next five years</u> ? | YES = 0 points NO = 25 points | 0 |
| Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next ten years</u> ? | YES = 0 points NO = 25 points | 0 |
| Are projected funding sources sufficient to cover all projected capital improvement costs for the <u>next twenty years</u> ? | YES = 0 points NO = 25 points | 0 |
| Has a dedicated sinking fund been established to provide for future capital improvements? | YES = 0 points NO = 25 points | 0 |
| TOTAL PART II = | | 0 |

Part III: GENERAL QUESTIONS

Complete the following table:

| Question | Points Earned | Total |
|--|----------------------------------|-------|
| Is the wastewater treatment fund a separate enterprise fund/account or district? | YES = 0 points NO = 25 points | 0 |
| Are you collecting 95% or more of your sewer billings? | YES = 0 points NO = 25 points | 0 |
| Is there a review, at least annually, of user fees? | YES = 0 points NO = 25 points | 0 |
| Are bond reserve requirements being met if applicable? | YES = 0 points NO = 25 points | 0 |
| TOTAL PART III = | | 0 |

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

| Cost of projected capital improvements (in thousands) | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|------|------|------|------|------|
| | 0 | 586 | 0 | 0 | 0 |

Point Summation

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

| Part | Points |
|-------|--------|
| I | 0 |
| II | 0 |
| III | 0 |
| Total | 0 |

Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: CEDAR CITY

Name and Title of Contact Person:

Darrell Olmsted

Wastewater Superintendent

Phone: 435-867-9426 x302

E-mail: odarrell@cedarcity.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by

Darrell Olmsted

Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 1945

B. What is the oldest part of your present system?

Oldest part 70 years

Part II: BYPASSES

A. Please complete the following table:

| Question | Number | Points Earned | Total Points |
|---|--------|---|--------------|
| How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt? | 0 | 0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points | 0 |
| How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals) | 0 | 0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points | 5 |
| TOTAL PART II = | | | 5 |

B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes. Below include the number of SSOs that occurred in 2014:

Number of Class 1 SSOs in Calendar year 2014 0

Number of Class 2 SSOs in Calendar year 2014 1

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) effects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Part II: BYPASSES (cont.)

- C. Please specify whether the SSOs were caused a contract or tributary community, etc.

The Class 2 SSO was caused by a lift station failure.

Part III: NEW DEVELOPMENT

- A. Please complete the following table:

| Question | Points Earned | Total Points |
|---|----------------------------------|--------------|
| Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)? | No = 0 points Yes = 10 points | 0 |
| Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2- 3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)? | No = 0 points Yes = 10 points | 0 |
| TOTAL PART III = | | 0 |

- B. Approximate number of new residential sewer connections in the last year

133 new residential connections

- C. Approximate number of new commercial/industrial connections in the last year

12 new commercial/industrial connections

- D. Approximate number of new population serviced in the last year

426 new people served

Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

4.5 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

Darrell Olmsted

C. You are required to have the collection DRC operator(s) certified at **Grade III**

What is the current grade of the DRC operator(s)? IV

D. State of Utah Administrative Rules requires all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

| | |
|----------------------|---|
| <i>Not Certified</i> | |
| Small Lagoons | |
| Collection I | 2 |
| Collection II | 1 |
| Collection III | |
| Collection IV | 2 |

E. Please complete the following table:

| Question | Points Earned | Total Points |
|--|---|--------------|
| Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C) | Yes = 0 points No = 50 points | 0 |
| How many continuing education units has each of the DRC operator(s) completed over the last 3 years? | 3 or more = 0 points less than 3 = 10 points | 0 |
| TOTAL PART IV = | | 0 |

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

| Question | Points Earned | Total Points |
|---|----------------------------------|--------------|
| Do you follow an annual preventative maintenance program? | Yes = 0 points No = 30 points | 0 |
| Is it written? | Yes = 0 points No = 20 points | 0 |
| Do you have a written emergency response plan? | Yes = 0 points No = 20 points | 0 |
| Do you have an updated operations and maintenance manual | Yes = 0 points No = 20 points | 20 |
| Do you have a written safety plan? | Yes = 0 points No = 20 points | 0 |
| TOTAL PART V = | | 20 |

Part VI: SSMP EVALUATION

- A. Has your system completed its Sewer System Management Plan (SSMP)?
Yes _____ NO X
- B. If the SSMP has been completed then has the SSMP been public noticed?
No X Yes, included date of public notice _____
- C. Has the SSMP been approved by the permittee's governing body at a public meeting?
Yes _____ NO X
- D. During the annual assessment of the operation and maintenance plan were any adjustments needed based on the performance of the plan?
No X If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)

Part VI: SSMP EVALUATION (cont.)

E. During 2014 was any part of the SSMP audited as part of the five year audit?

No X

If yes, what part of the SSMP was audited and were changed made to the SSMP as a result of the audit? _____

F. Has your system completed its *System Evaluation and Capacity Assurance Plan* (SECAP) as defined by the Utah Sewer Management Program?


Yes _____ NO X

The following are required completion dates that the SSMP and SECAP based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

| Program | Population | | | | |
|---------|------------|---------------|----------------|-----------------|----------|
| | < 2,000 | 2,000 - 3,500 | 3,501 – 15,000 | 15,001 – 50,000 | > 50,000 |
| SSMP | 3-31-16 | 3-31-16 | 9-30-15 | 3-31-15 | 9-30-14 |
| SECAP | Optional | 9-30-17 | 9-30-16 | 3-31-16 | 9-30-15 |

SSMP Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



Signature of Signatory Official

25 March 2015
Date

Darrell Olmsted
Print Name of Signatory Official

Wastewater Superintendent
Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

Part VII: SUBJECTIVE EVALUATION

This section should be with the system operators.

- A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

The sewer system is in fair to excellent condition. The older parts of the sewer are in fair condition and the newer parts are in excellent condition.

- B. What sewerage system improvements does the community have under consideration for the next 10 years?

The City is considering installing a new sewer line to eliminate a lift station.

The City has an on-going manhole rehabilitation program under evaluation.

This City up-sizes sewer lines as needed for growth.

- C. Explain what problems, other than plugging have you experienced over the last year

None

- D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

No. The City is not presently involved in a formal planning for a system expansion or upgrade of the sanitary sewer system.

- E. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS X SOMETIMES NO

If they do, what percentage is paid?

approximately 100 %

Part VII: SUBJECTIVE EVALUATION (cont.)

F. Is there a written policy regarding continuing education and training for wastewater operators?

YES _____ NO X

G. Any additional comments? (Attach additional sheets if necessary.)

[illegible]

POINT SUMMATION

Fill in the values from Parts II through V in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

| Part | Points |
|-------|--------|
| II | 5 |
| III | 0 |
| IV | 0 |
| V | 20 |
| Total | 25 |

Municipal Wastewater Planning Program (MWPP) Mechanical Plant Section

Owner Name: *CEDAR CITY*

Name and Title of Contact Person:

Darrell Olmsted

Wastewater Superintendent

Phone: 435-867-9426 x302

E-mail: odarrell@cedarcity.org

PLEASE SUBMIT TO STATE BY: May 1, 2015

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by

Darrell Olmsted

Part I: INFLUENT INFORMATION

- A. Please update (if needed) the average design flow and average design BOD₅ and TSS loading for your facility.

| | Average Design Flow (MGD) | Average Design BOD ₅ Loading (lbs/day) | Average Design TSS Loading (lbs/day) |
|-------------------------------|------------------------------|---|--|
| Design Criteria | 4.4 | 9,615 | 9,284 |
| 90% of the Design Criteria | 3.96 | 8,654 | 8,356 |

- B. Please list the average monthly flows in millions of gallons per day (MGD) and BOD₅ and TSS loadings in milligrams per liter (mg/L) **received** at your facility during 2014. (Calculate the BOD₅ and TSS loadings in pounds per day (lbs/day)).

| <i>Month</i> | (1) Average Monthly Flow (MGD) | (2) Average Monthly BOD ₅ Concentration (mg/L) | (3) Average BOD ₅ Loading (lbs/day) 1 | (4) Average Monthly TSS Concentration (mg/L) | (5) Average TSS Loading (lbs/day) 2 |
|----------------|--|---|--|--|---|
| January | 2.3 | 269 | 5,160 | 229 | 4,393 |
| February | 2.4 | 263 | 5,264 | 237 | 4,744 |
| March | 2.3 | 270 | 5,179 | 275 | 5,275 |
| April | 2.4 | 281 | 5,624 | 268 | 5,304 |
| May | 2.4 | 240 | 4,804 | 262 | 5,244 |
| June | 2.3 | 238 | 4,565 | 259 | 4,968 |
| July | 2.4 | 249 | 4,984 | 250 | 5,004 |
| August | 2.5 | 250 | 5,213 | 249 | 5,192 |
| September | 2.5 | 245 | 5,108 | 291 | 6,067 |
| October | 2.4 | 242 | 4,844 | 243 | 4,864 |
| November | 2.5 | 263 | 5,484 | 263 | 5,484 |
| December | 2.4 | 265 | 5,304 | 269 | 5,384 |
| <i>Average</i> | 2.4 | 256 | 5,129 | 258 | 5,157 |

1 BOD₅ Loading (3) = Average Monthly Flow (1) x Average Monthly BOD₅ Concentration (2) x 8.34
 2 TSS Loading (5) = Average Monthly Flow (1) x Average Monthly TSS Concentration (4) x 8.34

Part I. INFLUENT INFORMATION (cont.)

- C. Refer to the information in A & B to determine a point value for your facility. Please enter the points for each question in the blank provided.

| Question | Number | Points Earned | Total Points |
|--|--------|---|--------------|
| How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed 90% of design flow? | 0 | 0 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points | 0 |
| How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed the design flow? | 0 | 0 = 0 points 1 - 2 = 20 points 3 - 4 = 40 points 5 or more = 60 points | 0 |
| How many times did the average monthly BOD ₅ loading (Part B., Column 3) to the wastewater facility exceed 90% of the design loading? | 0 | 0-1 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points | 0 |
| How many times did the average monthly BOD ₅ loading (Part B., Column 3) to the wastewater facility exceed the design loading? | 0 | 0 = 0 points 1 - 2 = 20 points 3 - 5 = 40 points 5 or more = 60 points | 0 |
| TOTAL PART I = | | | 0 |

Part II: EFFLUENT INFORMATION

- A. Please list the average monthly BOD₅, TSS, Ammonia (NH₃), monthly maximum Cl₂, minimum monthly DO, and 30-day geometric averages for Fecal and Total Coliform, or E-Coli produced by your facility during 2014.

| Month | (1) BOD ₅ (mg/L) | (2) TSS (mg/L) | (3) Fecal Coliform (#/100 mL) | (4) Total Coliform (#/100 mL) | (5) E-Coli | (6) Cl ₂ (mg/L) | (7) DO (mg/L) | (8) NH ₃ (mg/L) |
|-----------|-----------------------------------|----------------------|--|--|---------------|----------------------------------|---------------------|----------------------------------|
| | Whole Numbers Only | | | | | One Decimal Place Only | | |
| January | 19 | 15 | | 16 | 1 | 3.2 | | 8.9 |
| February | 12 | 12 | | 7 | 1 | 2.6 | | |
| March | 17 | 12 | | 986 | 129 | 3.8 | | |
| April | 29 | 11 | | 1,213 | 393 | 5.3 | | 21.4 |
| May | 19 | 17 | | 6 | 1 | 4.4 | | |
| June | 20 | 14 | | 149 | 4 | 3.1 | | |
| July | 26 | 24 | | 285 | 1 | 2.9 | | |
| August | 18 | 19 | | 86 | 2 | 3.1 | | 6.7 |
| September | 17 | 23 | | 91 | 1 | 2.7 | | 7.5 |
| October | 20 | 20 | | 48 | 1 | 3.1 | | 6.3 |
| November | 20 | 20 | | 9 | 1 | 3.0 | | 9.7 |
| December | 22 | 19 | | 8 | 0 | 3.0 | | 8.6 |
| Average | 20 | 17 | | 242 | 45 | 3.3 | | 9.9 |

- B. Please list the monthly average permit limits for the facility in the blanks below.

| | BOD ₅ (CBOD ₅) (mg/L) | maximum Cl ₂ (mg/L) | NH ₃ (mg/L) | minimum DO (mg/L) |
|-------------------------|---|--------------------------------------|---------------------------|-------------------------|
| Monthly Permit Limit | 25 | N/A | N/A | N/A |
| 80% of the Permit Limit | 20 | N/A | N/A | N/A |

Part II: EFFLUENT INFORMATION (cont.)

- C. Refer to the information in A & B and your operating reports to determine a point values for your facility.

| Question | Number | Points Earned | Total Points |
|--|--------|---|--------------|
| How many months did the effluent BOD ₅ (CBOD ₅) exceed 80% of monthly permit limit? | 3 | 0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points | 10 |
| How many months did the effluent BOD ₅ (CBOD ₅) exceed the monthly permit limits? | 3 | 0 = 0 points 1 - 2 = 10 points 3 or more = 20 points | 20 |
| How many months did the effluent TSS exceed 20 mg/L? | 2 | 0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points | 5 |
| How many months did the effluent TSS exceed 25 mg/L? | 0 | 0 = 0 points 1 - 2 = 10 points 3 or more = 20 points | 0 |
| How many times did the Cl ₂ exceed permit limit? | N/A | 0 = 0 points 1 - 2 = 15 points 3 or more = 30 points | --- |
| How many times did the NH ₃ exceed permit limits? | N/A | 0 = 0 points 1 - 2 = 15 points 3 or more = 30 points | --- |
| How many times did the DO not meet permit limit? | N/A | 0 = 0 points 1 - 2 = 15 points 3 or more = 30 points | --- |
| How many months did the 30-day fecal coliform exceed 200 #/100 mL? | N/A | 0 = 0 points 1 - 2 = 10 points 3 or more = 20 points | --- |
| How many months did the 30-day total coliform exceed 2,000 #/100 mL? | 0 | 0 = 0 points 1 - 2 = 10 points 3 or more = 20 points | 0 |
| How many months did the 30-day E-coli exceed 126 #/100 mL? | 2 | 0 = 0 points 1 - 2 = 20 points 3 or more = 40 points | 20 |
| TOTAL PART II = | | | 55 |

Part III: FACILITY AGE

In what year were the following process units constructed or underwent a major upgrade?
To determine a point score subtract the construction or upgrade year from 2014.

Points = Age = Present Year - Construction or Upgrade Year.

Enter the calculated age below.

If the point total exceeds 20 points, enter only 20 points.

| Unit Process | Current Year | Construction or Last Upgrade Year | Age = Points |
|--|--------------|-----------------------------------|--------------|
| Headworks | 2014 | 1996 | 18 |
| Primary Treatment | 2014 | 1996 | 18 |
| Secondary Treatment | 2014 | 1996 | 18 |
| Solids Handling | 2014 | 1996 | 18 |
| Disinfection | 2014 | 1996 | 18 |
| TOTAL PART III (not greater than 20) = | | | 20 |

Part IV: BYPASSES

Please complete the following table:

| Question | Number | Points Earned | Total Points |
|---|--------|--|--------------|
| How many days in the past year was there a bypass or overflow of untreated wastewater due to high flows? | | 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points | 0 |
| How many days in the last year was there a bypass or overflow of untreated wastewater due to equipment failure? | | 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points | 0 |
| TOTAL PART IV = | | | 0 |

Part V: SOLIDS HANDLING

A. Please complete the following table:

| Current Disposal Method (check all that apply) | Points Earned | Total Points |
|---|--|--------------|
| Landfill | Class B = 0 points < Class B = 50 points | 0 |
| Land Application | Site Life 0 - 5 years = 20 points 5 - 10 years = 10 points 10+ years = 0 points | 0 |
| Give Away/Distribution and Marketing | Class A = 10 points Class B = 20 points | 10 |
| TOTAL PART V = | | 10 |

Part VI: NEW DEVELOPMENT

A. Please complete the following table:

| Question | Points Earned | Total Points |
|---|----------------------------------|--------------|
| Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)? | No = 0 points Yes = 10 points | 0 |
| Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2- 3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)? | No = 0 points Yes = 10 points | 0 |
| Have you experienced any upset due to septage haulers? | No = 0 points Yes = 10 points | 0 |
| TOTAL PART VI = | | 0 |

Part VI: NEW DEVELOPMENT (cont.)

- B. Approximate number of new residential sewer connections in the last year
133 new residential connections
- C. Approximate number of new commercial/industrial connections in the last year
12 new commercial/industrial connections
- D. Approximate number of new population serviced in the last year
426 new people served

Part VII: OPERATOR CERTIFICATION

- A. How many operators are currently employed by your facility?
4.5 operator(s) employed
- B. What is/are the name(s) of your DRC operator(s)?
Darrell Olmsted
Eric Bonzo
- C. You are required to have the treatment DRC operator(s) certified at GRADE III.
What is the current grade of the DRC operator(s)? IV
- D. State of Utah Administrative Rules Require that all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

| | |
|---------------|----------|
| Not Certified | <u></u> |
| Treatment I | <u>2</u> |
| Treatment II | <u>1</u> |
| Treatment III | <u></u> |
| Treatment IV | <u>2</u> |

Part VII: OPERATOR CERTIFICATION (cont.)

E. Please complete the following table:

| Question | Points Earned | Total Points |
|--|---|--------------|
| Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C) | Yes = 0 points No = 50 points | 0 |
| How many continuing education units has each of the DRC operator(s) completed over the last 3 years? | 3 or more = 0 points less than 3 = 10 points | 0 |
| TOTAL PART VII = | | 0 |

Part VIII: FACILITY MAINTENANCE

A. Please complete the following table:

| Question | Points Earned | Total Points |
|---|----------------------------------|--------------|
| Do you follow an annual preventative maintenance program? | Yes = 0 points No = 30 points | 0 |
| Is it written? | Yes = 0 points No = 20 points | 0 |
| Do you have a written emergency response plan? | Yes = 0 points No = 20 points | 0 |
| Do you have an updated operations and maintenance manual | Yes = 0 points No = 20 points | 20 |
| Do you have a written safety plan? | Yes = 0 points No = 20 points | 0 |
| TOTAL PART VIII = | | 20 |

Part IX: SUBJECTIVE EVALUATION

This section should be completed with the facility operators.

- A. Do you consider your wastewater facility to be in good physical and structural condition?

YES X NO

If NOT, why?

- B. What improvements do you think the plant will need in the next 5 years?

The wastewater plant is currently undergoing a modification for nitrogen removal.

- C. Where there any backups into basements at any point in the collection system in 2014.

YES X NO

Why? (do not include backups due to clogged laterals)

Lift station failure.

- D. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS X SOMETIMES NO

If so, what percentage do they pay?

approximately 100 %

Part IX: SUBJECTIVE EVALUATION (cont.)

- E. Is there a written policy regarding continuing education and training for wastewater operators?

YES _____ NO X

- F. Have you done any major repairs or mechanical equipment replacement in 2014? (do not include construction or upgrade projects)

YES _____ NO X

- G. What was the approximate cost for those repairs or replacements?

\$ N/A

- H. Any additional comments? (Attach additional sheets if necessary.)

In the fall of 2013, the wastewater treatment plant began a modification to switch from a trickling filter operation to an oxidation ditch operation to reduce nitrogen discharge. In March of 2014, one trickling filter was taken out of service and demolished to make room for construction; thus, reducing the treatment processing capability by one-half. The transition to a single filter put stress on the system requiring time adjust to the new operating parameters. During this transition period, the BOD5, Total Coliform, and E-coli effluent parameters increased as indicated in Part II.A.

To keep consistency, the Design Criteria in Part I.A and Part II.B were kept at the original design criteria instead of reducing by one-half. Reducing the design criteria by 50% would have had a significant impact on Part I.C and Part II.C. calculations.

A reduction in the design criteria would have indicated that influent flow was exceed 10 of the remaining 10 months, BOD5 influent loading would have exceed design 8 of the 10 remaining months, and TSS influent would have exceeded design 10 of the 10 remaining months. This would have, in my opinion, gave a erroneous calculation in determining the needs of the facility knowing the facility is under construction and temporarily operating under abnormal conditions.

POINT SUMMATION

Fill in the values from Parts I through VIII in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

| Part | Points |
|-------|--------|
| I | 0 |
| II | 55 |
| III | 20 |
| IV | 0 |
| V | 10 |
| VI | 0 |
| VII | 0 |
| VIII | 20 |
| Total | 105 |